

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:**

**AGENDA DATE:** 6/10/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**


**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso to ensure public safety as pertains to inmate ambulance transport from the County Jail to hospitals, for a period of one (1) year.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

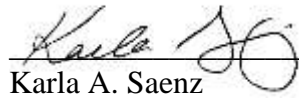
### CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson  
Mayor


### ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karla A. Saenz  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jonathan Killings, Chief  
El Paso Fire Department

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO       )

**INTERLOCAL AGREEMENT**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS, a home rule municipal corporation, (hereinafter called the "CITY") and the COUNTY OF EL PASO, a political subdivision of the State of Texas, (hereinafter called the "COUNTY") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

**WHEREAS**, the CITY and the COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791.003(3)(N) and 791.011(a), Texas Government Code; and

**WHEREAS**, the CITY and the COUNTY desire to work together to ensure public safety as pertains to inmate ambulance transport from the County Jail to hospitals.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements as set forth herein, the parties agree as follows:

**I. CONTRACTUAL RELATIONSHIP**

- A. The parties to this Agreement are governmental entities which are entering into this Agreement pursuant to Chapter 791, Texas Government Code, which establishes the legal relationship between the parties. No other legal relationship is intended to be created by this Agreement.
- B. The CITY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the COUNTY to any obligation other than the obligations set forth in this Agreement. The COUNTY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement.
- C. The COUNTY and the CITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the COUNTY nor the CITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

**II. OBLIGATIONS OF THE COUNTY**

- A. The COUNTY shall reimburse the CITY at the State Medicaid rate for the emergency transport of inmates from the County Jail to local hospitals.
- B. The County Jail staff shall, to the best of their ability, follow the protocol described in this Agreement in order to request emergency ambulance transport services for inmates at the County Jail.
  - 1. The County Jail staff may contact El Paso County 911 District Sheriff's Office Dispatch and provide, to the best of their ability and knowledge, the following information if available:
    - a. Chief complaint or nature of the request (emergency or non-emergency service)
    - b. Approximate Age
    - c. Level of consciousness
    - d. Breathing status
    - e. Severity of bleeding if any
    - f. Patient location
    - g. Access point
  - 2. The Sheriff's Office Dispatch will "CLONE" the Computer Aided Dispatching (CAD) card to El Paso Fire Department Dispatching as per standard procedure.
- C. The County Jail staff shall escort and provide security to fire department personnel at all times from the access point to any point inside the complex.
- D. The County Jail staff shall accompany the inmate in the ambulance patient compartment during transport. The COUNTY may, to the best of its ability and knowledge, provide CITY with all necessary information at their immediate disposal about the patient to enable CITY to properly provide the necessary Ambulance Service and bill the appropriate payor. Such information may include the patient's insurance status if known to the County Jail staff if consistent within federal HIPPA laws.

### **III. OBLIGATIONS OF THE CITY**

- A. The CITY shall respond to requests for emergency ambulance transport for inmates from the County Jail to hospitals within the City of El Paso limits (the "Services") as soon as possible upon request from the COUNTY.
- B. The CITY shall provide ground basic and advanced life support ambulance services medically necessary to inmate patients at the County Jail who require such ambulance service, 24 hours-per-day, 7 days-per week, Ambulance Services consist of a response by CITY to the County Jail, treatment and other transport activities, including the rendering of emergency medical service at the County Jail, appropriate care and treatment during transport, and one-way transportation to the closest appropriate hospital by a state licensed Emergency Medical Technicians (EMT)..

- C. The CITY shall provide the invoice for its services to the COUNTY within 30 days for processing of payment to the CITY.
- D. The CITY shall maintain an active Emergency Medical Service Provider licensure issued by the Texas Department of State Health Services.
- E. All EMTs providing care under this agreement shall have an active EMT certification issued by the Texas Department of State Health Services at the time of service.

#### **IV. CONSIDERATION**

- A. The COUNTY shall pay the State Medicaid rate for the emergency ambulance services that the CITY provides for the Services described in this Agreement. The COUNTY shall not be required to pay any amount in addition to the State Medicaid rate for the Services.

#### **V. PAYMENT**

- A. The CITY shall provide a monthly invoice for the Services provided to the COUNTY.
- B. The rate paid by the COUNTY to the CITY shall reflect any adjustments to the Medicaid rate at the time the service is provided, so that the CITY will capture any increase or decrease to the Medicaid rate, without the need to amend this Agreement.
- C. The COUNTY agrees to remit payment to CITY within thirty (30) calendar days of receiving the invoice for all transports for which it is responsible to pay under this agreement.
- D. CITY shall not bill any patient, financially responsible party, insurer or third-party payor for any transports that are paid for by the COUNTY. When charges are properly billed for transports, CITY shall accept the fee schedule amount outline in this agreement as payment in full.

#### **VI. TERM AND TERMINATION**

- A. **Effective Date.** This Agreement shall be September 1, 2024, regardless of the date on which this Agreement is signed, and the initial term shall end on August 31, 2025. This Agreement shall be automatically extended for five (5) additional twelve-month periods, unless written notice of termination is given by either party as provided in this Agreement.
- B. **Termination.** Either party may terminate this Agreement, effective as of the conclusion of the initial term or as of the conclusion of any year-to-year extension of the term, by providing written notice to the other party not less than ninety (90) calendar days prior to the end of the initial term or any subsequent anniversary of such date.

Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the other party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

- C. Effect of Termination. Except as otherwise provided herein, all duties, obligations or undertakings as are set forth herein of the CITY and the COUNTY shall cease upon termination or expiration of this Agreement.

## **VII. GOVERNMENTAL FUNCTION AND IMMUNITY**

- A. Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the parties enter into this Agreement for the purpose of performing governmental functions as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.
- B. Sovereign Immunity. The CITY and the COUNTY reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. Neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

## **VIII. RISK ALLOCATION-LIMITATION OF LIABILITY**

- A. Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state, or federal regulations, codes or laws occurred as a result of that party's actions.
- B. Intentional Risk Allocation. The CITY and the COUNTY each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
- C. No Indemnification. The Parties expressly agree that, except as provided herein, neither

Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

#### **IX. GENERAL PROVISIONS**

- A. **Compliance with Laws.** In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- B. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the CITY.
- C. **Venue.** The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in El Paso County, Texas.
- D. **Current Revenues.** Pursuant to Section 791.011(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.
- E. **No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.
- F. **Amendment; Assignability.** This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party, which shall not be unreasonably withheld.
- G. **Severability.** All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which is held to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.
- H. **Section Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.
- I. **Notices.** Any notice, demand, request, consent or approval that either party may or is



required to provide to the other, shall be in writing and either personally delivered or sent via United States Postal Service certified mail return receipt requested, addressed to the other party at the following address(es) provided below:

CITY: City of El Paso  
Attention: Office of the City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890

COPY TO: City of El Paso  
Attention: Fire Chief  
Fire Department  
416 N. Stanton, Ste. 200  
El Paso, Texas 79901

COUNTY: El Paso County Judge's Office  
500 E. San Antonio Ave., Rm 301  
El Paso, Texas 79901  
Tel: 915-546-2098  
Fax: 915-543-3888

COPY TO: El Paso County Sheriff  
3850 Justice Dr.  
El Paso, Texas 79901

Changes may be made to the above addresses and new addressees through timely written notice provided to the other party without the need for a formal contract amendment.

- J. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.
- K. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.
- L. Open Meetings Act. The parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex.Gov. Code, Ch. 551), as amended.

M. Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties named hereinabove as of the date, month and year first written above.

*(Signatures follow on next page)*

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**INTERLOCAL AGREEMENT**

Signature page for the City of El Paso, Interlocal Agreement between the County of El Paso and City of El Paso for ambulance transport from the County Jail to hospitals.


**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Carlos L. Armendariz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jonathan Killings  
Fire Chief

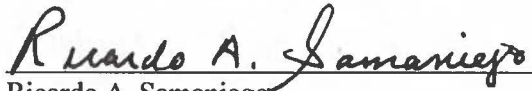
STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO   )

**INTERLOCAL AGREEMENT**

Signature page for the County of El Paso, Interlocal Agreement between the County of El Paso and City of El Paso for ambulance transport from the County Jail to hospitals.

APPROVED this 9th day of December, 2024.

**COUNTY OF EL PASO**


  
Ricardo A. Samaniego  
County Judge

**ATTEST:**

  
Delia Briones  
County Clerk



**APPROVED AS TO FORM:**

  
Carlos G. Madrid  
Assistant County Attorney